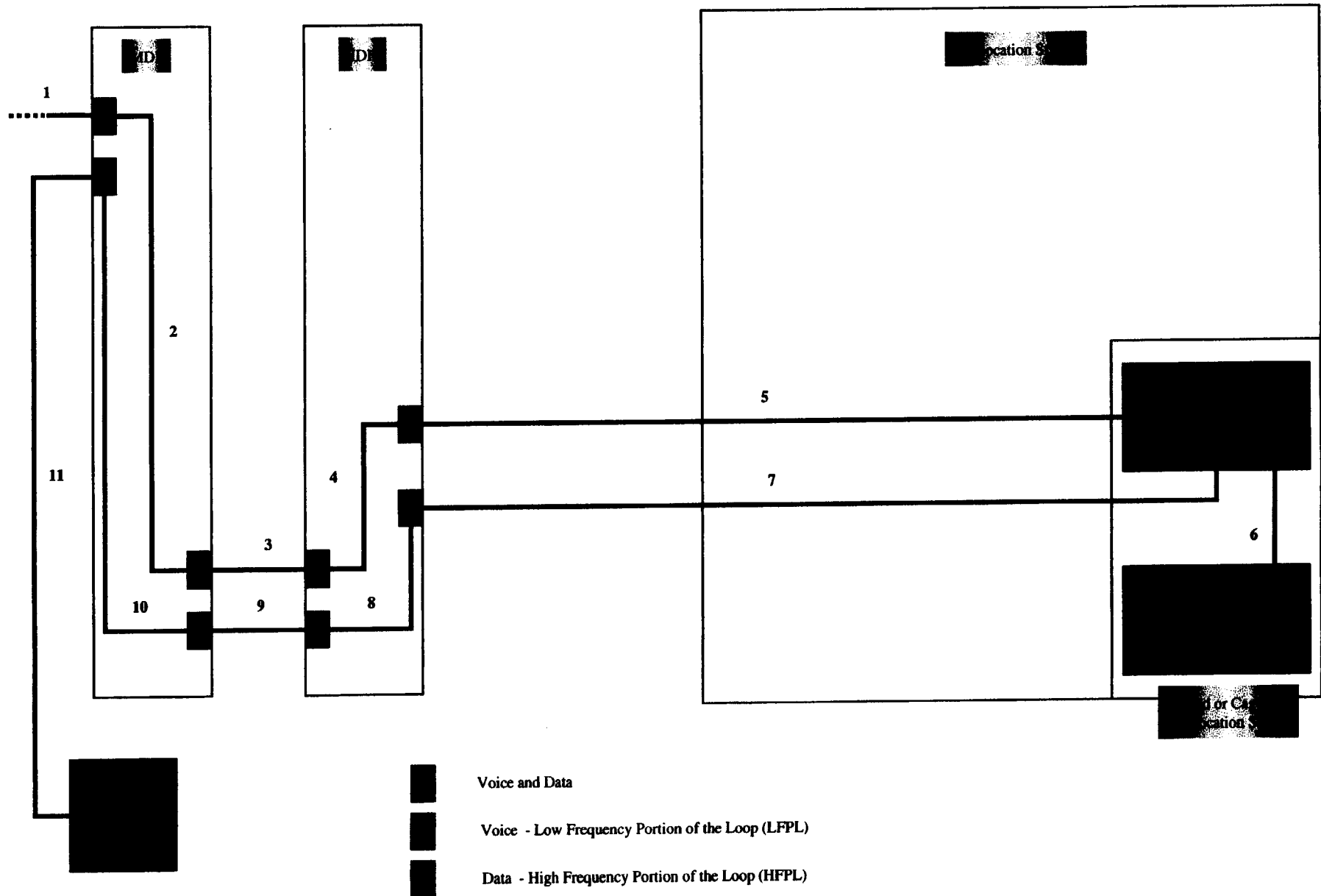
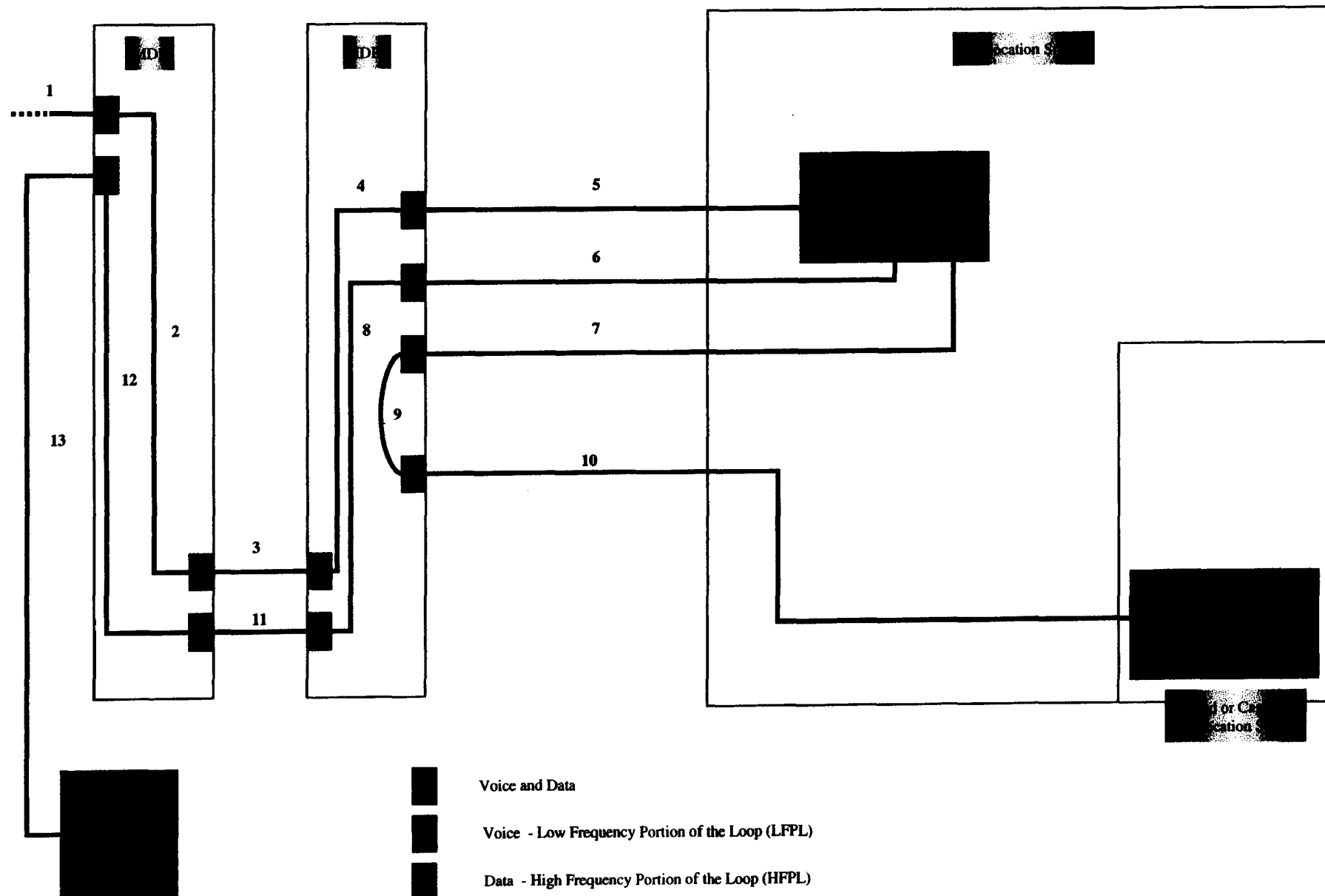


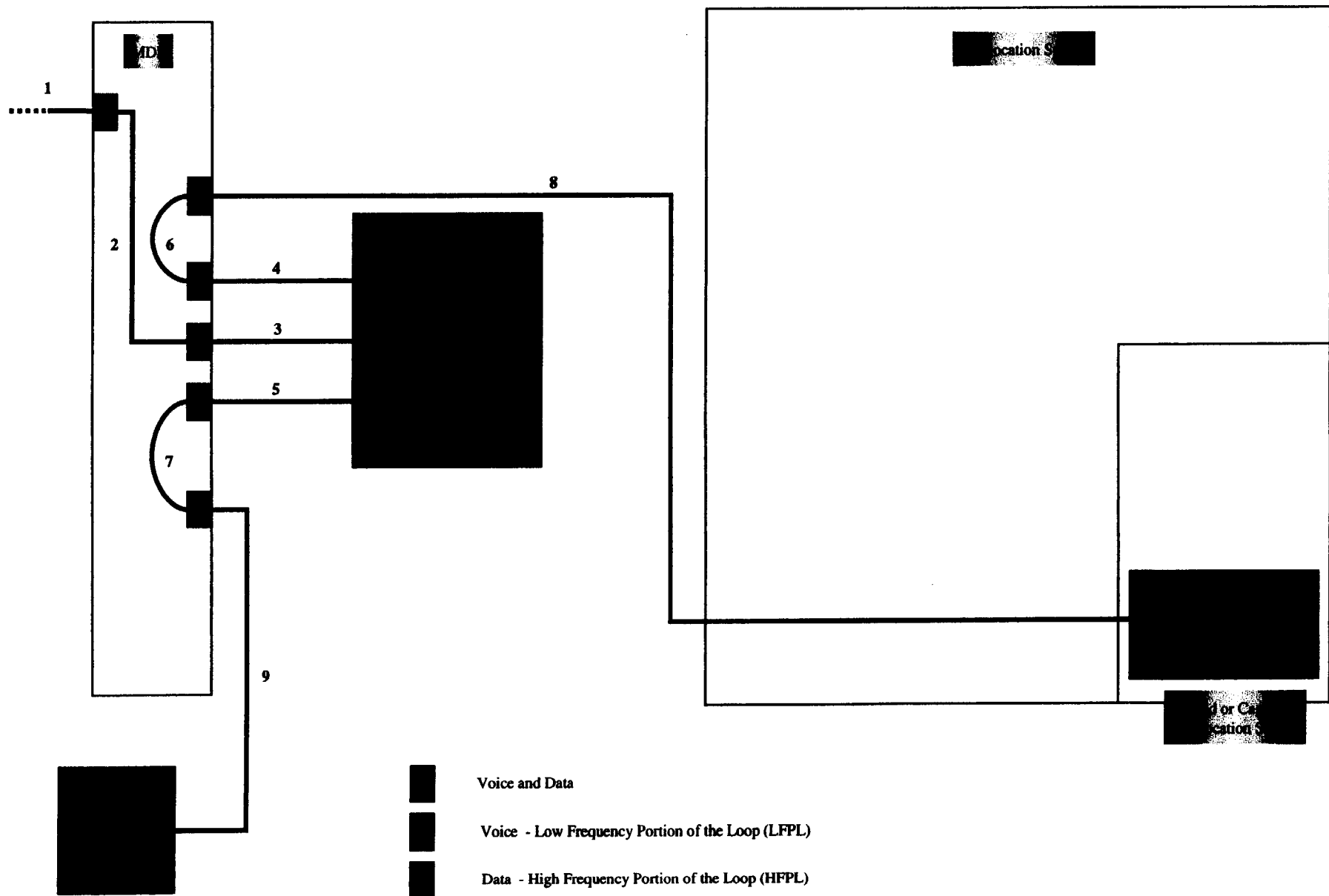
Attachment 1 - CLEC Owned Splitter



Attachment 2 - SWBT Owned Splitter



Attachment 3 - GTE Owned Splitter



DOCKET NOS. 22168 & 22469

INTERIM AWARD

Attachment 4: Joint DPL of the Parties

**JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST**

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
<p>1. Should SWBT be required to fully implement all requested splitter configurations for the Line-Sharing UNE in all requested central offices by June 6, 2000?</p>	<p>(Covad/Rhythms) Introduction to contract: [FCC June 6, 2000 deadline]</p> <p>WHEREAS, CLEC and SWBT/GTE seek to implement the Federal Communications Commission's ("FCC") Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (released December 9, 1999) (FCC 99-355) ("Line Sharing Order"), including the implementation deadlines specified therein; and</p> <p>WHEREAS, CLEC and SWBT/GTE seek to implement the FCC's Third Report and Order in CC Docket No. 96-98 (released November 5, 1999) (FCC 99-238) ("UNE Remand Order") as it relates to High Bandwidth Services;</p> <p>Introduction to contract ¶4: [FCC June 6, 2000 deadline]</p> <p>This Interim High Bandwidth Line Sharing UNE Amendment shall have</p>	<p>(Covad/Rhythms) Yes. In the Line-Sharing Order, the FCC expressly stated that "incumbents should be able to provide line-sharing within 180 days of release of this order [i.e., by June 6, 2000]." Further, the FCC "strongly urge[d] the states to adopt an implementation schedule that requires an incumbent to begin provisioning this network element to requesting carriers no later than 45 days after the issuance of an arbitration award."</p> <p style="text-align: center;">++++++</p> <p style="text-align: center;">(IP/NPT) Agrees with the Rhythms/Covad position on this issue.</p> <p>Gentry at 38.</p> <p>(Covad/Rhythms) In the ILEC-owned splitter</p>	<p>(SWBT) 1. INTRODUCTION</p> <p>1.1</p> <p>This Interim Appendix sets forth terms and conditions for providing the High Frequency Portion of the Loop (HFPL) by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and Competitive Local Exchange Carrier (CLEC) SBC-12STATECLEC. In order to take advantage of this interim offer, the CLEC must currently have an effective Interconnection Agreement in that state with appropriate rates, terms, and conditions for ordering the xDSL loops.</p> <p>1.2</p> <p>SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Ameritech Illinois, Ameritech</p>	<p>(SWBT) No. On or before June 6, 2000, SWBT will fully implement line sharing and allow CLECs to access the new High Frequency Portion of the Loop ("HFPL") unbundled network element ("UNE"). The DSL CLECs erroneously contend that SWBT will not be in compliance with the Line Sharing Order if it does not install SWBT-owned splitters in all of its central offices by June 6, 2000. First, SBC will be in compliance because CLECs are free to provide their own splitters, which would allow them to line share in all of SWBT's central offices. Second, under the FCC's <i>Line Sharing Order</i>, SWBT is not required to provide splitters by June 6, 2000, or any other time. (Line Sharing Order Paragraphs 76 and 146).</p> <p>In its Line Sharing Order, the FCC did not define the splitter as a UNE. Rather, as noted above, it recognized that incumbent LECs</p>

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
	<p>an effective date of June 6, 2000, and shall be fully superseded by and replaced with the Attachment to be approved by the Texas Public Utilities Commission ("Commission") in the permanent phase of Case No. 22469.</p> <p>Bonney at 4-5; Moya at 3, 8 – 12; Zulevic at 18 – 20.</p>	<p>configurations, providing splitter functionality in shelf increments allows CLECs to perform capacity management for themselves, eliminating the need for forecasts.</p>	<p>Indiana, Ameritech Michigan, Ameritech Ohio, Ameritech Wisconsin, Nevada Bell, Pacific Bell Telephone Company, The Southern New England Telephone Company and/or Southwestern Bell Telephone Company.</p> <p>1.3</p> <p>As used herein, SBC-12 STATE means the above listed ILECs doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.</p> <p>Southern New England Telephone (SNET) as used herein, SNET means the applicable above listed ILEC doing business in Connecticut.</p> <p>The prices at which SBC-12 STATE agrees to provide CLEC with DSL and HFPL are contained in the applicable Appendix and/or the applicable Commission ordered</p>	<p>had the discretion either to provide splitters or allow competitive ILECs to purchase splitters as part of the HFPL UNE. Thus, SWBT is under no obligation to make available SWBT-owned splitters to CLECs under the FCC's Line Sharing Order, given that SWBT has agreed to allow CLECs to provide their own splitters. However, even though not obligated to do so, SWBT has <i>voluntarily</i> agreed to own the splitter and lease them to CLECs a line at a time subject to certain rates, terms and conditions specified in its proposed interim agreement.</p> <p>SBC's advanced services affiliate, ASI, will own and install its own integrated DSLAM/splitters. SWBT is making that same option available to any other requesting carrier, thus ensuring parity. Where the CLEC owns the splitter, and physically collocates, splitters shall be installed in the CLEC's collocation arrangement area</p>

**JOINT MATRIX
INTERIM LINE SHARING – DECISION POINT LIST**

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>tariff where stated.</p> <p>The prices, terms, and conditions herein are not applicable in SNET. SNET's unbundled DSL offering may be found in the Commission-ordered Connecticut Access Service Tariff, Section 18.2.</p> <p>SBC-12STATE agrees to provide CLEC with access to UNEs (including HFPL offerings) in accordance with the rates, terms and conditions set forth in this Interim Appendix HFPL and the general terms and conditions applicable to UNEs under this Appendix, for CLEC to use in conjunction with its desired xDSL technologies and equipment to provide xDSL services to its end user customers.</p> <p>1.8</p> <p>The Parties acknowledge and agree that they are entering into</p>	<p>(whether caged or cageless) consistent with SWBT's collocation tariff. When virtually collocated, SWBT will install, provision and maintain splitters under the terms of virtual collocation. When SWBT owns the splitter, SWBT will place the splitters in a common area accessible to CLECs if such space is available.</p> <p style="text-align: center;">+++++</p> <p style="text-align: center;">(GTE)</p> <p>No. The DSL CLECs confuse interim relief allowing expedited entry into the market, with a requirement that all access configuration methods sought be provided on an expedited, virtually unplanned basis. The FCC's Line Sharing Order requires interim arbitration awards "sufficiently detailed to permit the incumbent LECs to begin providing this new unbundled network element"</p> <p>¶ 165. This standard varies substantially from provision of all</p>

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>the terms of this Interim Appendix in order to allow CLECs to promptly begin offering services using HFPL in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and/or Wisconsin.</p> <p>1.9</p> <p>The Parties further acknowledge and agree that the term of the underlying Agreement shall not apply to this Interim Appendix HFPL. Rather, the rates, terms, and conditions set forth in this Interim Appendix shall be effective ten (10) calendar days after the Appendix is signed, so long as the effective date is not prior to May 29, 2000. The rates, terms, and conditions are subject to, and shall be replaced by, the terms of the final Interconnection Appendix(s) negotiated and/or arbitrated by the Parties in each state under Sections 251/252 of the Act upon approval by each state commission</p>	<p>configurations sought on a permanent basis.</p>

JOINT MATRIX
INTERIM LINE SHARING – DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>of the final, negotiated Interconnection Appendix(s) between the Parties or upon issuance of a final order in any arbitration proceeding (subject to any appeals and associated judicial review); provided, however, in the event of a final order in the arbitration proceeding is not issued within nine (9) months after the date on which the request for negotiations was received under Section 252(a) of the Act, the term of this Interim Appendix shall automatically terminate on the last day of the nine (9) month period, unless both Parties otherwise agree to extend such term in writing. Upon any such termination, neither Party shall have any further obligation under this Appendix. In the event that this Interim Appendix HFPL is in place at the time of issuance of the final Order in the arbitration proceeding, the Parties shall meet within thirty (30) days following issuance of a final Order(s) by the</p>	

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>state commission(s) in such arbitration proceeding(s) and expend diligent efforts to arrive at an agreement on terms and conditions which comply with the final Order(s). The rates, terms and conditions of this Interim Appendix are not available in any state where the regulatory commission already has established the rates, terms and conditions for the provision of the HFPL to any CLEC through an arbitration or other proceeding.</p> <p>1.10</p> <p>Disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in the underlying Interconnection Appendix. The results of the arbitration shall be effective the date the state commission(s) order(s) becomes final, unless the order(s) is stayed pending appeal. Notwithstanding</p>	

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>any of the provisions set forth above, either Party shall have the right to terminate this Interim Appendix HFPL upon thirty (30) days advance written notice to the other Party.</p> <p>1.11</p> <p>The Parties acknowledge and agree that no performance measures and/or penalties shall apply under the terms of this Interim Appendix. Nothing in this Interim Appendix shall constitute a waiver by either Party of any positions it may have taken or will take in the Section 251/252 negotiations and subsequent arbitration proceeding(s), if any, or any other regulatory or judicial proceeding.</p> <p>Schlackman at 8-9, 14-17</p> <p>++++++</p> <p>(GTE)</p>	

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>WHEREAS, the Agreement was approved by the Commission's Order dated [approval date] in Docket No. [docket number] ("Agreement"); and</p> <p>WHEREAS, GTE and **CLEC are entering into this Amendment to implement the Federal Communications Commission's ("FCC") Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (released December 9, 1999) (FCC 99-355) ("Line Sharing Order").</p> <p>2. <u>Operations Matters.</u></p> <p>2.1 <u>Copper Network.</u> Except as otherwise provided in Section 2.2, GTE shall provide line sharing to **CLEC utilizing an all-copper pair between an end-user customer demarcation location and the main distribution frame in GTE's serving wire center that is jumpered and cross-connected to a **CLEC collocation arrangement located in</p>	

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>said serving wire center. At the serving wire center, GTE shall connect the line to a **CLEC tie cable via a GTE-provided jumper; provided, however, that **CLEC must first have obtained said tie cable from GTE to connect to **CLEC's collocation arrangement.</p> <p>2.2 Fiber-Fed DLC Network. GTE shall provide line sharing to **CLEC over Digital Loop Carrier ("DLC") to the extent required pursuant to Applicable Law, and without waiving any rights to challenge any such requirement. Fiber-fed DLC consists of an all-copper pair from the end-user customer demarcation location to a remote terminal (i.e., controlled environmental vault, fiber hut, cabinet or other structure with fiber-fed DLC equipment installed).</p>	
	<p><u>§V.B.1(a)(i),(ii),(iii) [Splitter menu]</u></p> <p>CLEC must obtain access to a voice</p>		<p style="text-align: center;">(SWBT)</p> <p>5. HFPL: SPLITTER</p>	<p style="text-align: center;">(SWBT)</p> <p>SWBT's decision to provide splitters was in response to</p>

**JOINT MATRIX
INTERIM LINE SHARING – DECISION POINT LIST**

DOCKET NOS. 22168 AND 22469

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	<p>and data splitter in order to utilize Line Sharing.</p> <p>(1) Splitters.</p> <p>(a) The Parties agree that CLEC may obtain access to the voice and data splitter via any of the following three scenarios. The Parties further agree that CLEC will choose, at its sole option and discretion, which of these three scenarios it will use at each particular serving wire center.</p> <p><u>§V.B.1.(b) [Splitter menu]</u></p> <p>In configurations (a)(ii) and (a)(iii) above, ILEC will install the splitter in one of three locations in the central office: (a) in a relay rack as close to the CLEC DS0 termination points as possible; (b) where an intermediate or SPOT frame is used, on that frame; or (c) where options (a) and (b) are not available, on the main distribution frame or in some other appropriate location. ILEC will either hard-wire the splitter data ports to the</p>		<p>OWNERSHIP AND RESPONSIBILITIES</p> <p>5.1 Splitter ownership:</p> <p>Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with SBC-12STATE's standard collocation practices and procedure. When virtually colocated, SBC-12STATE will install, provision and maintain splitters under the terms of virtual collocation.</p> <p>Option 2: Without waiving its right to decline to provide splitters under any other prices, terms, and conditions, SBC voluntarily agrees to own, purchase, install, inventory, provision, maintain and lease splitters in accordance with the</p>	<p>CLEC requests in the collaborative process and was a voluntary decision since the FCC allows, but does not require SWBT to own splitters. SWBT explained to CLECs at that time that it would offer only one option when it owned the splitters due to the complexities and system impacts of trying to deploy multiple options. SWBT adopted the line at a time method for using its splitters based on the majority of CLECs' desires. SWBT's systems and processes do not allow it to offer both line at a time and shelf at a time. SWBT also agreed to allow CLECs to provide their own splitters. Therefore if SWBT's line at a time option does not meet a CLEC's needs, they may opt to install their own splitters.</p> <p>SWBT reserves the right to</p>

**JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST**

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
	<p>CLEC collocation area or cross-connect the splitter data ports to a specified CLEC DS0 tie cable, at the option of the CLEC.</p> <p>Donovan Q&A 20; Zulevic at 9 – 18.</p>		<p>terms set forth herein. SBC will determine where such SBC-owned splitters will be located in each central office. SBC owned splitters will be placed in a common area accessible to CLECs if space is available. When placed in common areas accessible to CLECs, CLECs will have test access at the line side of the splitter. Upon CLEC's request, SBC will perform testing and repair at the SBC-owned splitter on behalf of CLEC. In the event that no trouble is found at the time of testing by SBC, CLEC shall pay SBC for such testing at the rates set forth in the interconnection agreement with the parties. CLEC will not be permitted direct physical access to the MDF or the IDF for testing. Upon the request of either Party, the Parties shall meet to negotiate terms for additional test access capabilities.</p> <p>SBC will agree to lease such splitters a line at a time subject to the following terms and conditions:</p>	<p>determine where to place its equipment in its central office space. Nothing in the FCC's Line Sharing Order suggests or directs that CLECs may dictate the location of an ILEC-owned splitter. Further in the recent DC Circuit Court of Appeals ruling the Court vacated the FCC's requirement to allow collocation in any unused space within the ILEC's premises, noting that CLECs should not be able to pick and choose preferred space on ILEC premises for collocation. CLECs here are requesting that the TPUC go beyond what the Court has concluded that the FCC could not do in its collocation order. Again in response to the majority of CLEC's desired, SWBT has agreed to place its splitters in a secured common area accessible by CLECs for testing</p>

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>Forecasts: CLEC will provide SBC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, SBC shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the SBC central office. For requests for SBC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLEC's collocation application. Installation intervals will be consistent with the collocation intervals for the</p>	<p>purposes. SWBT is not agreeable to placing splitters on the MDF due to the resultant inefficient use of SWBT space as well as the creation of security and/or testing problems.</p> <p>Additionally, the SWBT-owned splitter data ports will be wired to the IDF so that each splitter port may be cross connected to any collocated CLEC on a line at a time basis. Hardwiring the SWBT-owned splitter data ports to a CLEC collocation area is not appropriate since the splitters are not owned by the CLEC, but rather only leased, and thus must be able to be used by other CLECs. Prewiring the SWBT-owned splitter data ports to a CLEC collocation area is also not appropriate since SWBT does not offer shelf at a time.</p>

JOINT MATRIX
INTERIM LINE SHARING – DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>applicable state.</p> <p>Forecast Penalties: Forecasts will be non-binding on both ILECs and CLECs. As such, SBC-12STATE will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.</p> <p>Splitter provisioning will use standard SBC configuration cabling and wiring in SBC-12 STATE locations. Connecting Block layouts will reflect standard recognizable arrangements and be wired out in contiguous 100 pair complements, and numbered 1-96. All arrangements must be consistent with SBC-12 STATE's Operational Support Systems ("OSS").</p> <p>Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.</p>	

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>All SBC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1.</p> <p>When an end-user disconnects SBC's POTS service, SBC will advise the end user to also notify their data CLEC. SBC will also notify CLEC of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. CLEC shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection.</p> <p>SBC retains the sole right to select SBC-owned splitter equipment and installation vendors.</p>	

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>5.2</p> <p>When physically collocated, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, SBC-12STATE will install the splitter in a SBC-12STATE bay and SBC-12STATE will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.</p> <p>5.3</p>	

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>Splitter provisioning will use standard SBC configuration cabling and wiring in SBC-12STATE locations. In situations where the CLEC owns the splitter, the splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with SBC-12STATE Operations Support Systems ("OSS").</p> <p>5.4</p> <p>Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.</p> <p>5.5</p> <p>All splitter equipment must be compliant with applicable national standards and NEBS Level 1.</p> <p>Schlackman at 8-14.</p>	

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p style="text-align: center;">(GTE)</p> <p>2.3 <u>Splitter Options</u>. To utilize line sharing, **CLEC must obtain access to a splitter that meets the requirements for equipment collocation set by the FCC in its Collocation Order in CC Docket No. 98-147 (rel. March 31, 1999) in the central office that serves the end-user of the shared line. **CLEC may obtain access to said splitter via the following options. Notwithstanding the foregoing, prior to June 6, 2000, GTE shall equip as many central offices as possible with a GTE-owned splitter as described in Option No. 2 below. **CLEC agrees to use this configuration for initial line sharing in the central offices that GTE commits to have fully operational on or before June 6, 2000 (assuming that unforeseen delays in the availability of necessary equipment and/or labor, or other circumstances beyond GTE's control, do not occur) as set</p>	

**JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST**

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>forth on Exhibit 1 attached hereto. For those central offices that GTE cannot commit to have fully operational with a GTE-owned splitter on or before June 6, 2000, **CLEC may choose to deploy its own splitter as described in Option No. 1 below. GTE shall provide **CLEC with written notice in the event that Exhibit 1 needs to be revised due to unforeseen delays or other circumstances beyond GTE's reasonable control. For any central office in which **CLEC chooses to install its own splitter, GTE agrees to install any additional tie cables required by **CLEC, in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable GTE tariffs. Notwithstanding anything to the contrary herein, any splitter installed by **CLEC or GTE shall: (1) comply with ANSI T1E1 standards and GTE NEBS policy for collocators; (2) employ DC blocking capacitors or equivalent technology to assist in isolating</p>	

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum; and (3) be designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance.</p> <p>(a) <u>Option No. 1: CLEC Owned Splitter Located in the Collocation Arrangement of **CLEC.</u> **CLEC may choose to obtain the splitter directly and place the splitter in its collocation arrangement. **CLEC shall purchase and own the splitter. Under this option, both the non- **CLEC voice traffic and the **CLEC-provided DSL services will arrive at the **CLEC collocation arrangement via a tie cable obtained from GTE. At the collocation arrangement, the tie cable will terminate at the splitter, which will separate the voice traffic and the DSL traffic. **CLEC will retain the DSL traffic and will return</p>	

**JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST**

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>the voice traffic to GTE, over a separate CLEC tie pair assignment.</p> <p>(b) Option No. 2: GTE Owned Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by GTE. **CLEC may choose to have GTE purchase and own the splitter and locate the splitter in an area in the serving wire center to which **CLEC does not have access (e.g., on or as close to the main distribution frame as practical). Said splitter shall be installed in any of the following locations within the central office, at GTE's discretion--the main distribution frame, in a relay rack mounted arrangement or intermediate frame arrangement. In this scenario, **CLEC shall obtain the splitter functionality on an individual "port-at-a-time" basis. GTE shall perform all maintenance and repair work (as detailed further below in Section 2.11). **CLEC shall receive its DSL traffic via a tie cable obtained from GTE, running</p>	

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			<p>from the main distribution frame to the splitter and then from the splitter to **CLEC's collocation arrangement. Under this Option, GTE shall provide to **CLEC loop and splitter functionality that is compatible with any transmission technology that **CLEC seeks to deploy using the high frequency portion of the loop, provided that such transmission technology is presumed to be deployable pursuant to FCC Rule 51.230.</p> <p>(c) Option No. 3: CLEC Owned Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by GTE Via Virtual Collocation. GTE shall offer **CLEC an additional option under which it may choose to purchase and own the splitter and have it located via a virtual collocation arrangement in an area in the serving wire center to which **CLEC does not have access. In this scenario, **CLEC shall obtain the splitter functionality on a "shelf</p>	

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

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			<p>at-a-time" basis. GTE shall perform all maintenance and repair work. **CLEC shall receive its DSL traffic via a tie cable obtained from GTE, running from the main distribution frame to the virtually collocated splitter and then from the splitter to **CLEC's collocation arrangement. GTE shall offer **CLEC virtual collocation under this Option in accordance with the terms of the GTE federal collocation tariff (FCC Tariff No. 1). During the sixty (60) day period following the effective date of this Article, the Parties agree to cooperate in the negotiation and development of any additional terms necessary to implement virtual collocation for line sharing. Any interim rates established pursuant to such negotiation shall be subject to true-up in accordance with the terms outlined in Section 3.1.2.4</p> <p><u>Collocation</u>. GTE will revise collocation applications to include requests for information regarding</p>	

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

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			<p>line sharing equipment. **CLEC will specify its requirements for line sharing on the collocation application for that central office. If **CLEC's collocation application is accepted, GTE will make the office ready for line sharing during the interval applicable to **CLEC's request for collocation. GTE shall complete the installation and provisioning of any tie cable ordered by CLEC in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable GTE tariffs. GTE shall process all **CLEC applications and firm orders for augmenting its collocation arrangements to use line sharing in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable GTE tariffs.</p> <p style="text-align: right;">Boshier Testimony at 4.</p>	
	<u>§V.B.1.(d) [Forecasting for splitters]</u>	<i>(Covad/Rhythms)</i>	<p style="text-align: right;">(SWBT)</p> <p>5.1.2.1.1</p>	<p style="text-align: right;">(SWBT)</p> <p>CLECs wishing to use SWBT-</p>

**JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST**

DOCKET NOS. 22168 AND 22469

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	SWBT/GTE shall not require CLEC to provide forecasts for the number of splitters or jumpers CLEC may require. CLEC may, at its sole discretion, provide splitter and jumper forecasts to SWBT/GTE.	It is not possible to accurately forecast splitter needs on a central office specific basis.	Forecasts: CLEC will provide SBC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, SBC shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the SBC central office. For requests for SBC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLEC's collocation application. Installation intervals will be consistent with the collocation intervals for the applicable state.	owned splitters should provide non-binding forecasts every 6 months to assist SWBT in its ability to assess the quantities of SWBT-owned splitters required in each office. No penalties are proposed for such forecasts, but CLECs should make every effort to ensure that their forecasts are reasonable. CLECs who provide their own splitters do not need to provide forecasts to SWBT. No penalties shall apply to SWBT in the event splitter capacity exhausts on an office before the augment can be completed.

**JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST**

DOCKET NOS. 22168 AND 22469

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			<p>5.1.2.1.2 Forecast Penalties: Forecasts will be non-binding on both ILECs and CLECs. As such, SBC-12STATE will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.</p> <p>Schlackman at 9</p>	
	<p><u>§V. A. 2 (a) [Augmenting splitters]</u></p> <p>SWBT/GTE shall process all CLEC applications and firm orders for augmenting its collocation arrangements to use Line Sharing to provide High Bandwidth Services in a sum total (for each application and subsequent firm order, combined) of not more than thirty (30) calendar days from SWBT/GTE's receipt of the initial application. This thirty (30) calendar day interval shall apply to the addition of digital subscriber line access multiplexers ("DSLAMs"), splitters, tie cables and any other</p>	<p>(Covad/Rhythms)</p> <p>The ILECs must complete orders to augment within 30 days. These augments are routine, straightforward jobs that can and must be accomplished in a timely manner to avoid placing CLECs at a further competitive disadvantage.</p>	<p>(SWBT)</p> <p>Section 5.1.2.1.1 Installation intervals will be consistent with the collocation intervals for the applicable state.</p> <p>Schlackman at 9, 21-21.</p>	<p>(SWBT)</p> <p>Intervals for augmenting collocation arrangements should be based on the Texas collocation tariff. During the initial implementation of line sharing, SWBT has agreed to allow CLECs requesting augments for collocation cabling of up to 200 pairs (100 MEOE and 100 MEDT) to submit an application within 30 days of the start of work on SWBT's installation of its splitters. Normal collocation procedures</p>

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

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	<p>equipment necessary for CLEC to use Line Sharing to provide High Bandwidth Services, and shall apply to SWBT/GTE's obtaining and installing splitters and tie cables to be used by CLEC.</p> <p>Donovan at Q/A 28, 29.</p>			<p>and intervals shall apply to requests for augments on collocation cabling outside of SWBT's scheduled deployment of its splitters, or in excess of 200 pairs. Normal collocation intervals shall also apply for CLEC collocation requests for DSLAMS and splitters.</p> <p>Splitter demand may create circumstances where equipment and cable augments are required, in which case collocation intervals should apply (provided vendor not constrained).</p> <p>SWBT will make a good faith effort to meet actual splitter demand using standard forecast and capacity management practices.</p>
	<p><u>\$V.B.2(b)</u> [Addition of DSLAM/Splitter]</p> <p>The addition of additional line cards</p>	<p>(Covad/Rhythms)</p> <p>The CLECs should determine the schedule for DSLAM/splitter additions.</p>	<p>(SWBT)</p> <p>5.1.1</p>	<p>(SWBT)</p> <p>Placing and augmenting of CLEC's collocated DSLAM equipment is clearly a collocation issue -- not a</p>

JOINT MATRIX
INTERIM LINE SHARING – DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

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	to a DSLAM or splitter located in CLEC's collocation arrangement shall not require the submission of any additional application or firm order by CLEC, and shall be accomplished on the schedule determined solely by CLEC.		Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement area (whether caged or cageless) consistent with SBC-12STATE's standard collocation practices and procedure. When virtually collocated, SBC-12STATE will install, provision and maintain splitters under the terms of virtual collocation. Schlackman at 9, 21-23.	line sharing issue. Assuming that a MOP had been performed at its initial installation of a splitter or DSLAM shelf, and that no work is required by SWBT, CLECs with physical collocation may insert additional plug ins in an installed shelf of the CLEC owned splitter at any time. When additional equipment installation is required, normal collocation procedures and intervals shall apply.
	(i) <u>Splitter Located in the Collocation Arrangement of CLEC</u> (depicted in Figure 1). CLEC may choose to obtain the splitter directly and place the splitter in its collocation arrangement. CLEC shall purchase and own the splitter. In this scenario, both the non-CLEC voice traffic and the CLEC-provided High Bandwidth Services will arrive at the CLEC collocation arrangement via a tie		(SWBT) 5.1.1 Option 1: CLEC will own and have sole responsibility to forecast, purchase, install, inventory, provision and maintain splitters. When physically collocating, splitters shall be installed in the CLECs collocation arrangement	When the CLEC provides its own splitter and wishes to line share with SWBT, the CLEC will be responsible for collocation cabling to connect the loop to its collocation area to terminate to the splitter and for the collocation cabling from the voice port of its splitter to the IDF for SWBT to receive the

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

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	<p>cable obtained from SWBT/GTE. At the collocation arrangement, the tie cable will terminate at the splitter, which will separate the voice traffic and the High Frequency traffic. CLEC will retain the High Frequency traffic. SWBT/GTE shall be responsible for providing the tie cable required to interconnect with CLEC at the splitter in order to receive the voice traffic.</p>		<p>area (whether caged or cageless) consistent with SBC-12STATE's standard collocation practices and procedure. When virtually collocated, SBC-12STATE will install, provision and maintain splitters under the terms of virtual collocation.</p> <p>5.2</p> <p>When physically collocated, splitters will be placed in traditional collocation areas as outlined in the physical collocation terms and conditions in this Appendix or applicable Commission-ordered tariff. In this arrangement, the CLEC will have test access to the line side of the splitter when the splitter is placed in an area commonly accessible by CLECs. It is recommended that the CLEC provision splitter cards that provide test port capabilities. When virtually collocated, SBC-12STATE will install the splitter in a SBC-12STATE bay and SBC-12STATE</p>	<p>voice traffic. The CLEC proposal that SWBT should be responsible for the cabling from the CLEC's collocated splitter to the IDF to receive the voice traffic ignores the fact that the CLEC is creating the need for the cabling by virtue of its desire to use the high frequency portion of the loop.</p>

JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

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			<p>will access the splitter on behalf of the CLEC for line continuity tests. Additional testing capabilities (including remote testing) may be negotiated by the Parties.</p> <p>5.3</p> <p>Splitter provisioning will use standard SBC configuration cabling and wiring in SBC-12STATE locations. In situations where the CLEC owns the splitter, the splitter dataport and DSLAM will be hardwired to each other. Connecting Block layouts will reflect standard recognizable arrangements that will work with SBC-12STATE Operations Support Systems ("OSS").</p> <p>5.4</p> <p>Splitter technology needs to adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements.</p>	

**JOINT MATRIX
INTERIM LINE SHARING -- DECISION POINT LIST**

DOCKET NOS. 22168 AND 22469

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			<p>5.5</p> <p>All splitter equipment must be compliant with applicable national standards and NEBS Level 1.</p> <p>Schlackman at 8, 20-21; Meyer at 6.</p>	
	<p>(ii) <u>Splitter Located in an Area of the Serving Wire Center Outside of CLEC's Collocation Arrangement, But Accessible to CLEC</u> (depicted in Figure 2). CLEC may choose to have the splitter placed in a common area in the serving wire center, to which CLEC has access. In this scenario, CLEC shall receive its High Frequency traffic via a tie cable obtained from SWBT/GTE, running from the Main Distribution Frame to the splitter and then from the splitter to the CLEC's collocation arrangement. SWBT/GTE shall be responsible for providing the tie cable required to interconnect with CLEC at the splitter in order to receive the voice traffic. CLEC will determine</p>		<p style="text-align: center;">(SWBT)</p> <p>5.1.2.1</p> <p>SBC will agree to lease such splitters a line at a time subject to the following terms and conditions:</p> <p>5.1.2.1.1</p> <p>Forecasts: CLEC will provide SBC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the</p>	<p style="text-align: center;">(SWBT)</p> <p>As stated earlier, SWBT reserves the right to determine where to place its equipment in its central office space. SWBT has agreed to place its splitters in a secured common area accessible by CLECs for testing purposes. Additionally, as stated above, when the CLEC owns the splitter and wishes to line share with SWBT, it will be responsible for providing collocation cabling from its splitter to the IDF to deliver voice traffic to SWBT. Also, as indicated earlier, SWBT adopted the line at a time method for</p>